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6 UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON
7 AT SPOKANE

8 JULIA SMITH, individually,
9 Plaintiff,

10 vs.

11 SAFEWAY INC., a Delaware
Corporation doing business in
12 Washington,
13 Defendant.

No. 2:21-cv-00264

DEFENDANT SAFEWAY INC.'S
ANSWER AND DEFENSES

15 Defendant Safeway Inc. answers plaintiff's Complaint for Damages as
16 follows.

17 **I. JURISDICTION AND VENUE**

18 1.1 Defendant admits jurisdiction is proper in the United States District
19 Court for the Eastern District of Washington.

1.2 Defendant admits venue is proper in the United States District Court for the Eastern District of Washington.

II. PARTIES

2.1 Defendant lacks sufficient information to either affirm or deny the allegations in paragraph 2.1 of plaintiff's Complaint and therefore denies the same.

2.2 Admit.

2.3 Admit.

2.4 Admit.

III. FACTS

3.1 Admit.

3.2 Admit Safeway has duties in accordance with statutory and common law. The remaining allegations in paragraph 3.2 of plaintiff's Complaint contain legal conclusions that do not require a written response. To the extent a response is required, plaintiff's allegations are vague. Safeway lacks sufficient information to either affirm or deny such allegations and therefore denies the same.

3.3 Admit Safeway has duties in accordance with statutory and common law. The remaining allegations in paragraph 3.2 of plaintiff's Complaint contain legal conclusions that do not require a written response. To the extent a response is

1 required, plaintiff's allegations are vague. Safeway lacks sufficient information to
2 either affirm or deny such allegations and therefore denies the same.

3 3.4 Deny.

4 3.5 Admit plaintiff was present at the Safeway store in East Wenatchee on
5 October 27, 2020. Safeway lacks sufficient information to either affirm or deny the
6 remaining allegations in paragraph 3.5 of plaintiff's Complaint and therefore denies
7 the same.

8 3.6 Deny.

9 3.7 Deny.

10 3.8 Admit plaintiff is the party asserting allegations against Safeway.

11 **IV. CAUSES OF ACTION**

12 4.1 Admit Safeway has duties in accordance with statutory and common
13 law. Deny remaining factual allegations.

14 4.2 Admit Safeway has duties in accordance with statutory and common
15 law. Deny remaining factual allegations.

16 4.3 Admit Safeway has duties in accordance with statutory and common
17 law. Deny remaining factual allegations.

18 4.4 Deny.

19 4.5 Deny.

4.6 Deny.

4.7 Deny.

V. HARM AND LOSS

5.1 Deny.

5.2 Deny allegations in paragraphs 5.2.1 – 5.2.3.

5.3 Deny allegations in paragraphs 5.3.1 – 5.3.7.

5.4 Deny allegations in paragraphs 5.4.1 – 5.4.3.

5.5 Deny allegations in paragraphs 5.5.1 – 5.5.3.

VI. REQUEST FOR EXPEDITED TRIAL DATE

Section VI. of plaintiff's Complaint contains statements which do not require a written response. To the extent a response is required, Safeway denies any factual allegations pertaining to the incident complained of.

VII. PRAYER OF COMPLAINT

Safeway denies plaintiff is entitled to the relief requested in her Prayer of Complaint.

OMNIBUS DENIAL

Defendant denies any unanswered allegations in plaintiff's Complaint.

DEFENSES

Defendant asserts the following defenses:

